

**FILED**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

OCT 18 2012

U. S. DISTRICT COURT  
EASTERN DISTRICT OF MO

UNITED STATES OF AMERICA,

Plaintiff,

vs.

STEPHEN B. EVANS,

Defendant.

4 : ) No. 12CR00383JCH

**INDICTMENT**

**COUNT ONE**

The Grand Jury charges that:

**A. Introduction**

1. During the time period of this indictment the defendant, Stephen B. Evans, was an attorney licensed to practice law in the State of Missouri.

2. As an attorney, he represented clients in many aspects of the general practice of law.

3. Many of his clients were plaintiffs where he was retained on a contingent fee basis.

4. As such, defendant Evans would represent these clients and, if he successfully prevailed, he would receive a percentage of the gross settlement as his fee, pay medical bills and other expenses, and send the remainder to his clients.

5. Generally, these clients were suing individuals or businesses who had insurance policies in case of accidents, negligence or contract disputes.

6. If defendant Evans prevailed on behalf of his clients, the insurance company would mail a check to the defendant Evans in the City of St. Louis, Missouri at his law firm address, Evans Partnership, 2245 S. Kingshighway Blvd., Suite 100, St. Louis, MO 63110 or previous law firm associations. These checks were generally payable to the defendant Evans or law firm and his client (by name), deposited into defendant Evans' bank trust account or bank accounts where defendant Evans had authority and control and then be paid to his client, pay expenses, and the remainder to be retained as his fee.

7. These checks would often be received by Evans unbeknownst to the client. Often the defendant Evans would forge the client name and deposit the check into a Evans' controlled bank account.

8. On occasion, defendant Stephen B. Evans would fraudulently keep the entire check and convert it to his own use rather than pay his clients and expenses.

9. The defendant Evans would also on occasion make partial payments to clients falsely and fraudulently representing to the clients medical expenses would be paid and any remainder after payment would be paid to the client.

10. This conduct occurred during a time period beginning in approximately 2007 and continuing through approximately 2012.

11. During this time period defendant Stephen B. Evans failed to pay clients and expenses and defraud his clients and others by his conversion of these monies to his own use in excess of between \$70,000.00 and \$120,000.00.

12. On or about March 11, 2009, in the County of St. Louis, in the Eastern District of Missouri,

**STEPHEN B. EVANS,**

the defendant herein, for purpose of executing the above scheme and artifice to defraud and attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, did knowingly cause to be placed in a United States Post Office or authorized depository for mail matter a check drawn on the account of State Farm Fire and Casualty Company, in the amount of \$15,000.00, payable to D.K. and B & M, LLC, St. Louis County Missouri and deposited into a Evans' bank trust account and converted to the defendant Evans' own use.

In violation of Title 18, United States Code, Sections 2 and 1341.

**COUNT TWO**

1. The Grand Jury realleges and incorporates by reference paragraphs One through and including paragraph 11 of Count One.

2. On or about March 28, 2011, in the City of St. Louis, Missouri, in the Eastern District of Missouri,

**STEPHEN B. EVANS,**

the defendant herein, for purpose of executing the above scheme and artifice to defraud and attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises did knowingly cause to be placed in a U.S. Post Office or authorized depository for mail matter, a check drawn on the account of Missouri Lawyer Trust Account Foundation, FBO Evans Partnership, 2245 S. Kingshighway, Suite 100, St. Louis, Missouri 63110, in the amount of \$7,500 payable to L.F., 206 McKinley, Pierron, IL 62273.

In violation of Title 18, United States Code, Sections 2 and 1341.

**COUNT THREE**

1. The Grand Jury realleges and incorporates by reference paragraphs One through and including paragraph 11 of Count One.
2. On or about November 18, 2011, in the City of St. Louis, Missouri, in the Eastern District of Missouri,

**STEPHEN B. EVANS,**

the defendant herein, for purpose of executing the above scheme and artifice to defraud and attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises did knowingly cause to be placed in a U.S. Post Office or authorized depository for mail matter, a check drawn on the account of Claims Services, Inc., in the amount of \$5,000.00, payable to Stephen B. Evans and J. K., addressed to Evans Partnership, 2245 S. Kingshighway Blvd., Ste. 100, St. Louis, Missouri 63110.

In violation of Title 18, United States Code, Sections 2 and 1341.

Respectfully submitted,

RICHARD G. CALLAHAN  
United States Attorney

MICHAEL W. REAP, #21698MO  
Assistant United States Attorney  
111 S. 10<sup>th</sup> Street, Room 20.333  
St. Louis, MO 63102  
(314) 539-2200

A TRUE BILL.

FOREPERSON

RICHARD G. CALLAHAN  
United States Attorney

MICHAEL W. REAP, #21698MO  
Assistant United States Attorney